

# EXHIBIT H

# **Client Manual**

## **Consumer Accounts**

**Including our Privacy Notice**

**U.S. Markets**  
**Effective January 1, 2010**



Item US70001-ALL (Rev. 11/09) Pkg. 25

## Table of Contents

<b>General Terms</b> .....	5	Incoming Funds Transfers.....	18
Definitions.....	5	International Transfers.....	19
Definitions of Types of Accounts.....	7	<b>Withdrawals</b> .....	19
<b>Account Opening/Ownership/Maintenance/Closing</b> .....	8	Where to make a Withdrawal.....	19
Amendments/Changes to this Agreement.....	8	Cash Withdrawals.....	19
Arbitration.....	8	Writing a Check.....	19
Conflicting Demands/Disputes.....	8	Paying your Checks.....	20
FDIC Insurance.....	8	Electronic Presentment of Checks.....	20
Governing Law.....	8	Check Processing Cut-off Hour.....	20
Indemnification.....	9	Notations on Checks.....	20
Information Sharing.....	9	Post-Dated Checks.....	20
Limitation on Time to Sue or Arbitrate.....	9	Stale Dated Checks.....	21
Recording Your Service Requests.....	9	Stop Payment Orders.....	21
Your Consent For Us to Call You.....	9	General.....	21
Security Interest.....	9	Contents of Stop Payment Order.....	21
Severability.....	9	Effective Period of Stop Payment Order; Renewal.....	21
Waiver.....	10	Payment over Valid Stop Payment Order.....	21
Account Opening.....	10	Replacement Check.....	22
Consumer Reporting Agency Information.....	10	Official Checks and Money Orders.....	22
Checking Account Sub-accounts.....	10	Insufficient Account Balances.....	22
Updating Your Account Information.....	11	Overdrawing your Account.....	22
Transferring Account Ownership.....	11	Withdrawal Refusals.....	23
Spanish Language Preference.....	11	Withdrawal Notice.....	23
Account Documents.....	11	Check Cashing.....	24
Account Communications.....	11	Your Own Checks.....	24
Availability of Products and Services in Spanish.....	11	Third Party Checks.....	24
Customer Service.....	11	Payee Check Cashing.....	24
Account Errors and Adjustments.....	11	Check Cashing for Others.....	24
Assignments.....	12	<b>Account Statements and Notices, Periodic Statements</b> .....	25
<b>Account Transactions</b> .....	13	Cancelled Check Options.....	25
What This Section Covers.....	13	Substitute Checks and Your Rights.....	26
Checkbooks and Checks.....	13	What is a Substitute Check.....	26
Deposits.....	13	Your Rights.....	26
Remotely Created Checks.....	14	Filing a Claim.....	27
Endorsements.....	14	<b>Special Circumstances</b> .....	28
Items Sent for Collection.....	15	Forfeited Accounts.....	28
Verification and Collection.....	15	Death or Legal Determination of Incompetence.....	28
ACH Provisional Credits.....	15	Dormant Accounts.....	28
Notice of Incoming Transfer.....	15	Legal Process.....	29
Returned Items/Transactions.....	15	Right of Setoff.....	29
Reconstructing Lost or Destroyed Deposits.....	16	Restricted Access.....	30
Account Balance and Transaction Information.....	16	Closing a Deposit Account.....	31
Limits on Transfers.....	16	<b>Foreign Currency Exchange</b> .....	30
<b>Funds Transfers</b> .....	17	Limitation of Liability.....	30
Security Procedures.....	18	<b>Electronic Banking</b> .....	31
Claims.....	18	General.....	31
Delays or Non-Execution of Transfers.....	18	Limitations on Transfers.....	31
Canceling or Changing a Transfer.....	18	Limitations on Withdrawals and Right to Suspend or	
Rejecting a Transfer Request.....	18	Discontinue Services.....	31
Cut-Off Time for Executing your Transfer Request.....	18	Terminal Transactions.....	31

Table of Contents *continued*

Access Device.....	31
Withdrawal Posting Cut Off Times.....	32
Types of Transactions: Limitations.....	32
Cash Withdrawals.....	32
Fees for Cash Withdrawals.....	33
Deposits.....	33
Payments to Us and to Our Affiliates.....	34
Bill Payments.....	34
Electronic Check Conversion.....	35
Transfers.....	35
Fees.....	36
Transfer Limits.....	36
Destinations.....	36
Canceling an Automatic Transfer.....	36
Point-of-Sale (POS) Transactions.....	36
"PIN Based" Transactions.....	36
"Signature" Transactions.....	37
Citi Mobile® Mobile Banking.....	38
Security Tips.....	39
Transactions Made Outside the U.S. and Puerto Rico.....	39
ATM Cash and POS Transactions Outside the U.S.:	
Transaction Charge.....	39
Currency Conversion Methods.....	40
Lost or Stolen Citibank® Banking Cards, or Other Access	
Devices and Unauthorized Electronic Transactions.....	40
Consumer Liability.....	40
Citibank® Debit MasterCard®.....	41
Contact in Event of Unauthorized Transfer.....	41
Error Resolution and Notice Procedures.....	41
Our Responsibility to You.....	42
Confidentiality at Citibank.....	42
Limitation of Liability.....	43
Resolution of Disputes by Arbitration.....	44
Agreement to Arbitrate Disputes.....	44
Disputes Covered by Arbitration.....	44
Disputes Excluded from Arbitration.....	44
Commencing an Arbitration.....	45
Administration of Arbitration.....	45
Costs.....	45
No Class Action or Joinder of Parties.....	46
Right to Resort to Provisional Remedies Preserved.....	46
Arbitration Award.....	46
Governing Law.....	46
Severability, Survival.....	46
Signature Card (Reference Copy).....	47
Our Privacy Notice.....	i
Privacy Choices Form.....	v
CitiPhone Banking® and Other Customer Service	
Telephone Numbers.....	back cover

## General Terms

When you open a Citibank deposit account, you are agreeing that your account will be governed by this Client Manual (sometimes referred to as "Manual") and any and all accompanying Marketplace Addenda (sometimes referred to as "Addendum"). Together, the Manual and Addendum are referred to as "Agreement," which contain important terms and conditions, details, rules and procedures applicable to each of your accounts. If you open a CitiBusiness account, a retirement account, a Citi Private Bank account, or an International Personal Banking or Global Executive Banking account, you will receive other specific terms and conditions applicable to that account.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

## Definitions

When used in this Agreement:

"We," "us," "our," and "Citibank" mean Citibank, N.A. and "you" and "your" mean you, the customer.

"Access Device" means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your "Citibank® Banking Card" including your Citibank® ATM Card; Citibank® Debit MasterCard®; Citibank® / AAdvantage® Debit MasterCard®; Citibank® Debit MasterCard® with PayPass™; Citibank® / AAdvantage® Debit MasterCard® with PayPass™ and any other PayPass™ or other type of device issued by Citibank along with or in lieu of your Citibank Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Personal Identification Code ("TPIC"), and your Citibank® Online Password.

## "Business Day"

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For funds availability purposes, see the "Funds Availability at Citibank" section of the Marketplace Addendum.
- when referring to Citigroup Global Markets Inc. or Morgan Stanley Smith Barney LLC, means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

"Citibank® Banking Card" means all Access Devices that may be used at ATMs, including Citibank ATM cards and all versions of Citibank debit cards bearing a MasterCard® logo ("Debit Card").

"Citigroup Global Markets Inc." ("CGMI"), member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc.

"Citi Personal Wealth Management" ("CPWM") is a business of Citigroup Inc., which offers investments through Citigroup Global Markets Inc. ("CGMI"), member SIPC.

**SECURITIES:**

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

**"Electronic Funds Transfers" ("EFT")** means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- ACH transactions
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone.

Non-EFT transactions include: transfers related to bona fide trust and custodial accounts; Fedwires and similar network transactions (CHIPS, SWIFT, and telex); and transfers to cover overdrafts (such as Safety Check transfers).

**"Home Branch"** means the Citibank branch in which you opened your account or to which your account was assigned or transferred.

**"Linked Accounts" or "Linking"** refers to eligible Citibank deposit and/or credit accounts that are combined for different benefits, which may include pricing, statements, Safety Check and the ability to perform certain transactions between accounts. Certain accounts that you maintain with our affiliates may also be linked. Generally, accounts that you maintain in different geographies cannot be linked.

**"Morgan Stanley Smith Barney LLC ("MSSB")**, member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission, and is affiliated with, but distinct from, Citibank and CGMI.

**"Network ATM"** refers to an automated teller machine ("ATM") other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution that is a member of a qualifying payment processing network as identified on your Citibank Banking Card including MasterCard® and bearing the MasterCard®, Maestro® or Cirrus® logos.

**"Point-of-Sale" ("POS")** means a Citibank® Banking Card EFT from your primary checking account at locations displaying the MasterCard® or Maestro® logos to purchase goods and services and/or receive cash using your Debit Card for signature transactions (see the "Electronic Banking" section of this Manual) or using your Debit Card or Citibank ATM card for a PIN-based EFT to purchases goods and services.

**"Proprietary Citibank ATM"** means an ATM that is owned or operated by Citibank, usually only found in Citibank branches.

**"Remotely Created Check(s)"** means an item not bearing the drawer's (your) actual signature, but purporting to be authorized by the drawer (you).

**Definitions of Types of Accounts**

**"Estate Account"** means an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Individual Account"** means an account owned in the name of one person only.

**"Joint Account"** means an account owned in the names of more than one person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the joint account owners. In the event of conflicting instructions or a dispute among you, we may require all joint account owners to act together in giving us instructions or performing transactions. Any joint account owner may close a joint account.

*EACH ACCOUNT OWNER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL ACTIVITY RELATED TO THE JOINT ACCOUNT, INCLUDING RESPONSIBILITY FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER(S) OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL ACCOUNT OWNERS.*

**"In-Trust-For ("ITF") Account"** means an account where you designate another person as beneficiary of the account. You can open an individual or joint ITF account as long as it is not a checking account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before that time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary.

**"Trust Account"** means an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Uniform Transfers to Minors Account" ("UTMA Account")** means an account owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

## Account Opening/Ownership/ Maintenance and Closing

### Amendments/Changes to This Agreement

We may change (add to, delete or alter) the terms of our Agreement with you by mailing, e-mailing or delivering a notice, a statement message or an amended Agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our offices, on our/your web site, or otherwise making it available to you). You should retain all notifications of change with copies of your account documentation. You can always request a copy of our current Agreement at any branch or by calling CitiPhone Banking\*. If you opened your account remotely by using Citibank\* Online, you can obtain a copy of our current Agreement at [www.CitibankOnline.com](http://www.CitibankOnline.com) or by calling CitiPhone Banking\* and indicating that you opened your account through Citibank\* Online.

### Arbitration

This Agreement contains an arbitration provision that authorizes either party to elect mandatory and binding arbitration of certain disputes. The terms of the arbitration provision are set forth in the section entitled "Resolution of Disputes by Arbitration." PLEASE READ THIS ARBITRATION PROVISION CAREFULLY.

### Conflicting Demands/Disputes

If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

### FDIC Insurance

Your Citibank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits. The FDIC website at [www.fdic.gov](http://www.fdic.gov) allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

### Governing Law

Accounts and services are governed by federal laws and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the state where your Home Branch is located, unless a specific agreement states otherwise, or as provided under abandoned property statutes.

8

### Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

### Information Sharing

Our Privacy Notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Notice. We provide a copy of our Privacy Notice with this Agreement and will provide it thereafter as required by applicable law. You can also obtain a copy at any branch, by calling us toll-free within the U.S. at 1-888-214-0017, by calling CitiPhone Banking\* (see the back cover of this Manual for telephone numbers) or by visiting [www.citibank.com](http://www.citibank.com). You may change your Privacy preferences at any time by indicating your choices on the Privacy Choices Form and mailing it to us. The form and mailing address can be found in the last section of our Privacy Notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

### Limitation on Time to Sue or Arbitrate

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if your Home Branch is located in Texas).

### Recording Your Service Requests

We may monitor or record your conversations with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

### Your Consent for Us to Call You

You understand that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. You understand your service provider may charge you for these calls/messages.

### Security Interest

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

### Severability

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

9



### Waiver

We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

### Account Opening

All accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

### Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information about you and any joint account owners or authorized signers on the account to a Consumer Reporting Agency. If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or write to us at Citibank – Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

### Checking Account Sub-accounts

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily.

Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. For all types of Interest Checking, the savings sub-accounts pay the same interest rate as their corresponding transaction sub-accounts. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any statement period. Both sub-accounts are treated as a single account for purposes of the customer's deposits and withdrawals, access and information, tax reporting, fees, etc.

10

### Updating Your Account Information

It is important that your account records are kept up-to-date. You must inform us of any change in your name or address. For your convenience, you can do this:

- By signing on to your account at [www.CitibankOnline.com](http://www.CitibankOnline.com);
- By calling CitiPhone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Address changes will not change your Home Branch and any additional accounts you open by phone, mail or using Citibank® Online will also be assigned to the same Home Branch.

### Transferring Account Ownership

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

### Spanish Language Preference

This section applies if you select Spanish as your preferred language for communicating with us. Please note that we may not be able to accommodate this preference at all of our branches or for all products and services.

**Account Documents.** English is the controlling language governing your banking relationship with us, and the English version of this Agreement is the governing Agreement. However, as a courtesy, at your request, and for your convenience only, when you open a deposit account with us we may provide you with an unofficial Spanish translation as well as an official English version of this Agreement. If we do so, you should retain both the English and Spanish versions for your records.

**Account Communications.** Although we may send you a Spanish version of your account statement, you can obtain an English version upon request. Currently, Citigold® Account statements are available only in English. Certain other notices, disclosures and communications may also only be available in English.

**Availability of Products and Services in Spanish.** Online banking and ATM services are offered in Spanish; however, some products and services provided in our branches may be available only in English.

**Customer Service.** You can receive customer service in Spanish by calling CitiPhone Banking®.

### Account Errors and Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, in our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions

11

not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one (1) year (two (2) years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information about a transaction, call CitiPhone Banking® at the number on the back of your Citibank® Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the "Substitute Checks and Your Rights" section of this Manual. Please read the "Error Resolution and Notice Procedures" provisions of the "Electronic Banking" section of this Manual for additional information about problems with such transactions.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the "Right of Setoff" section of this Agreement.

### Assignments

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

## Account Transactions

### What This Section Covers

This section governs transaction activity in the following Citibank accounts: all types of checking, savings and money market accounts. It does not apply to certificate of deposit accounts.

### Checkbooks and Checks

When you open a checking or money market account with a check-writing feature, you can order personalized checks through us. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

Checks ordered through us can include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker". You will be responsible for issuing any replacement checks.

### Deposits

You can make deposits:

- At any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week, by using a deposit envelope and your Citibank® Banking Card. Envelopes are available at all Proprietary Citibank ATM locations;
- At ATMs located in select 7-ELEVEN® Convenience Stores (deposits of checks only);
- With a teller, during regular banking hours, at any Citibank branch in the United States;
- By using our Deposit/Payment Express boxes which are located at select Citibank branch locations;
- By mail;
- By Direct Deposit of your pay, pension, social security or any other federal or state payment to your checking, savings or money market accounts. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online;
- By Citibank® Global Transfer Service (where available); or
- By an ACH or wire transfer.



We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

#### **Remotely Created Checks**

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

#### **Endorsements**

To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the "top" edge (as shown in the picture below). Turn the check over, and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal

endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. If you routinely request that we deposit third party checks, we may require that you enter into a separate agreement with us for that purpose. We may also refuse to accept such an item for encashment.

#### **Items Sent for Collection**

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

#### **Verification and Collection**

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

#### **ACH Provisional Credits**

Credit for an automated clearing house ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

#### **Notice of Incoming Transfer**

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact your Home Branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile® or Citibank® Online.

#### **Returned Items/Transactions**

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically. We may also place a hold on

the funds in question (see "Funds Availability at Citibank" section in the Marketplace Addendum) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

### Reconstructing Lost or Destroyed Deposits

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume all risk of loss for an item in the process of collection. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to, maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection, provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

### Account Balance and Transaction Information

Although you may view your account information on Citibank® Online, Citi Mobile® or at an ATM and you may receive account information through CitiPhone Banking®, the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal.

### Limits on Transfers

Federal regulations require us to limit the number of transfers from any savings account, including money market accounts, of the following transaction types:

- Checks you write;
- Debit Card or similar orders made by you and payable to a third party;
- Automatic transfers (including Safety Check transfers);
- Recurring payments you set up in advance;
- Payments and transfers you authorize via CitiPhone Banking®, Citi Mobile® and Citibank® Online or other electronic means;
- Transfers to third party institutions at an ATM (i.e. Transfers made at an ATM for mortgage and/or credit card payments), including those you make using the Citibank® Global Transfer Service.

The maximum number of transfers you can make is limited to no more than six (6) per statement period. For money market accounts, our policy is that we do not permit more than three (3) of those six (6) transactions to be made by check, Debit Card or similar order. If you have reached either of these limits, we may refuse to honor additional transactions. We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period. If these limits are exceeded three (3) times within

a twelve (12) month period, we will, in our sole discretion, either: restrict your account access; or, transfer the funds in your account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity; or, close your account and mail you a check for your balance, if any. We may also impose an excessive activity fee. There is no limit on the number of transfers that you make in person with a teller in one of our branches or transfers between your linked deposit accounts at a Citibank ATM.

The chart below provides some examples of transactions that count toward the six transaction limit as well as those that do not.

Does this transaction in a savings or money market account...	...count toward the 6 transaction limit?
Citibank® Online transfers from savings to a linked Citibank account (such as checking)	Yes
Outgoing Inter Institution Transfers or Online Wires through Citibank® Online	Yes
Transfers made via CitiPhone Banking®	Yes
Transfers from savings to cover checking overdrafts via our Safety Check service	Yes
Pre-authorized (ACH) deductions by a third party	Yes
Checks written from a money market account	Yes
Outgoing Citibank® Global Transfers made via Citibank® Online, at a Citibank ATM or in a branch	Yes
Cash Withdrawals made at an ATM	No
Withdrawals or transfers with a teller in a Citibank branch	No

### Funds Transfers

The following terms apply to domestic or international wire transfers of funds which are initiated at or through a Citibank branch, including wire or cable transfers. Examples of funds transfers covered by this section are Fedwires and similar network transactions (CHIPS, SWIFT and telex). In addition to the information provided here, please refer to any funds transfer agreement you may receive when you initiate such a request. The terms of that agreement will supersede any conflicting terms in this Agreement. When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order. In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number;
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer;
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not ours.

**Security Procedures.** When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

**Claims.** You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that we cause an error or delay with respect to your funds transfer, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by us shall be at our savings account rate. If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

**Delays or Non-Execution of Transfers.** We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

**Canceling or Changing a Transfer.** If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. We will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

**Rejecting a Transfer Request.** We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account or if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" for some of the other reasons that we may reject a funds transfer request.

**Cut-Off Time for Executing Your Transfer Request.** If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check with your local Citibank branch for cut-off hours), or on a non-Business Day, your order may not be processed until the next Business Day.

**Incoming Funds Transfers.** Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, you can call CitiPhone Banking® or view your account information on Citibank® Online (or Citi Mobile) to determine if a funds transfer has been credited to your account.

**International Transfers.** For funds transferred to beneficiaries and beneficiary banks in other countries, we will normally convert the funds to the currency of the destination country at our current currency conversion rate. If you want the funds sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The local bank may charge a fee for currency conversion. The actual amount that the beneficiary receives may be reduced by charges imposed by the beneficiary bank, or a correspondent bank, including charges for exchange of currency. An international transfer of funds into your account may be reduced by fees that we impose or that are imposed by the sending bank or by any correspondent bank. Unless you advise us otherwise, we may charge your account to pay for fees imposed by beneficiary or correspondent banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us. In some instances we may also act as the correspondent bank. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

## Withdrawals

### Where to Make a Withdrawal

**At a Citibank branch.** You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

**At a Proprietary Citibank ATM or at an ATM Network Machine.** You can use your Citibank® Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from certain accounts at ATM Network Machines. Depending on the terms of your account, there may be a Citibank transaction fee for cash withdrawals from non-Proprietary Citibank ATM Network Machines. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, refer to the "Electronic Banking" section of this Manual.

### Cash Withdrawals

Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

### Writing a Check

You can write a check for any amount up to the available balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

**Paying Your Checks**

**Electronic Presentment of Checks.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**Check Processing Cut-off Hour.** In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 PM on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

**Notations on Checks.** We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

**PLEASE NOTE:** As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

**Post-Dated Checks.** You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if your Home Branch is located in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call CitiPhone Banking® and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely

20

postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

**Stale Dated Checks.** You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

**Stop Payment Orders**

**General.** Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citibank® Online or by calling CitiPhone Banking®. A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

You may not be able to stop the payment of a check that is converted to an electronic transaction by a merchant. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

A stop payment fee may apply. Please refer to "Service Fees and Charges for All Accounts" in the Marketplace Addendum for schedule of applicable fees.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

**Effective Period of Stop Payment Order: Renewal.** A stop payment order will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods. Your instructions to revoke or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

**Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check, and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.

21



**Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

**Official Checks and Money Orders.** You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a "Stop Payment Request and Indemnity Agreement" form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

#### **Insufficient Account Balances**

We may accept, pay, certify, or charge to the appropriate account, checks and other items in the order we choose. For purposes of this "Insufficient Account Balance" section and the following "Overdrawing your Account" section, an "item" includes checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. We may establish different processing orders and/or categories for processing checks and certain other items from time to time. We may, in our sole discretion, change our payment hierarchy, priorities, categories or order at any time without notice to you. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day and process them in any order we choose. We do not necessarily process transactions in the order in which they occurred.

In the event the available balance in your account is insufficient to cover your day's transactions, including fees and charges, we may choose the processing order of your items without regard to the fees that you may incur as a result of our selection and without notice to you. With regard to the category of "checks," we generally will pay your checks in the order of largest to smallest dollar amount. For accounts maintained with a Citibank branch located in the state of Texas, we generally will pay your checks in order of the smallest to the largest dollar amount; however, we may change this order and process items in the category of "checks" by whichever method we choose in our sole discretion without prior notice to you.

#### **Overdrawing Your Account**

In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions; or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) as stated in the "Service Fees and Charges for All Accounts" Fee Schedule located in the Marketplace Addendum. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We offer a line of credit account called Checking Plus® (variable rate), which can cover your incoming items (as defined in the "Insufficient Account Balances" section) and prevent returned items up to your

available credit line. This overdraft protection is not automatic and you must apply for and be approved for this account. You can also enroll in our Safety Check service, which lets you link a money market or Day-to-Day Savings account to cover overdrafts or use of unavailable funds in your checking account. For more information on Checking Plus® (variable rate) and Safety Check, please refer to the "Overdraft Protection" section of the Marketplace Addendum.

#### **Withdrawal Refusals**

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See the "Funds Availability at Citibank" section of the Marketplace Addendum.)
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;
- If the account is pledged as collateral for a loan;
- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;
- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

#### **Withdrawal Notice**

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all checking, savings and money market accounts. We currently do not exercise this right and have not exercised it in the past.

**Check Cashing**

**Your Own Checks.** You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank® Banking Card or other identification that is acceptable to us.

**Third Party Checks.** In certain instances we may allow you to cash a third party check (i.e. a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/or fee calculation purposes for up to the number of days it takes for us to collect the check.

**Payee Check Cashing.** When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a Citibank branch up to the applicable limit which is currently \$5,000\*. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or, if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

\* Certain checks drawn on a Delaware branch must be presented at a Citibank branch located in Delaware for encashment.

**Check Cashing for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

## Account Statements and Notices, Periodic Statements

We will send you periodic account statements showing all activity for the statement period, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. Passbook and CD accounts do not receive periodic statements unless electronic funds transfer activity has occurred in the account. Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about checks presented against your account. We use postage-paid ordinary mail to send you statements or notices to the postal mail address reflected in our records for the account.

Instead of receiving a paper statement, any signer on an account may elect to enroll into our paperless statement service. If you elect to use the paperless statement service when available, we will notify you, using electronic mail at the electronic mail address you provided for this service as reflected in our records for the account, of the availability of your statement and other notices.

Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the mail or the date that the electronic mail is first sent, regardless of whether or not you receive it.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable. If you have a checking, Checking Plus®, or Checking Plus\* (variable rate) account, you will receive a statement each month and that statement will include information regarding all of your other linked accounts. If you have any other type of account that is not linked to a checking, Checking Plus®, Checking Plus\* (variable rate) or linked retirement plan account and that would otherwise receive periodic statements, you will receive a statement whenever there is EFT transaction activity or quarterly, whichever comes first. Quarterly statements are produced for statement cycles ending during January, April, July and October of every year.

You can arrange to receive separate statements for your linked Citibank, N.A. accounts by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

**Cancelled Check Options**

Unless you have an account package that allows you to elect otherwise and you have done so, we will retain copies of your cancelled checks for a period of time and we will not send you either your original cancelled checks or images of your cancelled checks.

If you have an Everything Counts® Package or a Citibank® Account Package, you may elect to have your check images delivered with your periodic statements. If you have a Citigold® Account Package, you may request that either check images or your original cancelled checks be returned to you with your periodic statement. You must speak with an Account Representative to sign up for this service. Please note that if you receive check images with your statement,



included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you.

Images of your cancelled checks presented within the past twelve months are also available to you through Citibank® Online. Additionally, you may request a copy of any of your cancelled checks by calling CitiPhone Banking®. Please refer to "Service Fees and Charges for All Accounts" in the Marketplace Addendum for applicable fees.

### **Substitute Checks and Your Rights**

#### **What is a Substitute Check**

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." You can use it the same way you would use the original check. The following information applies to those customers who receive a "substitute" check from us instead of the original check (such as those customers receiving original paid checks with their periodic account statements). Federal law allows banks to replace original checks with "substitute checks." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

#### **Your Rights**

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank® Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

### **Filing a Claim**

If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking® at the number indicated on the back cover of this Manual. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) Business Days from the day you first notified us of your claim. If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

## Special Circumstances

### Forfeited Accounts

If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

### Death or Legal Determination of Incompetence

You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit your Home Branch or contact CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

### Dormant Accounts

Under applicable state abandoned property statutes, your account will be considered dormant (inactive) and we may be required to send to the appropriate state the balances in your deposit account unless you have done at least one of the following during a specified period of time:

- Deposited or withdrawn funds, or, in the case of your Passbook Savings account, presented it to us to have us record your interest;
- Signed and returned our active account confirmation form; or
- Written to us concerning the account.

A certificate of deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If we do not have a good address recorded on your account or if your address, as recorded on our bank records, is outside of the United States, Nevada law will govern. You may contact CitiPhone Banking® or your Home Branch for specific information that we may have concerning the current inactivity period and any specific requirements of the state law or other specific requirements that we may have that apply to your account.

### Legal Process

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorney's fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

### Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment

that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

### Restricted Access

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

### Closing a Deposit Account

You may close your account at any time (except as stated otherwise in this Manual). We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will send you a check for your final balance, if any, minus any applicable account fees and charges. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement.

### Foreign Currency Exchange

Citibank's World Wallet® offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. You can order foreign currency simply by visiting your local Citibank branch during normal business hours or by calling CitiPhone Banking® for delivery by the end of the next Business Day to a Citibank branch you select, or directly to your address on record in the U.S. – no delivery to P.O. Boxes or to locations outside of the United States (including Puerto Rico) – for an additional nominal charge. For California, Nevada, Illinois and Texas, orders must be placed before 4:00 PM Eastern Time. For all other marketplaces, orders must be placed before 3:00 PM Eastern Time. Ordering limits apply. Contact us for details on limits. Foreign currency is available in 50 different currencies. For more information about these services, you may call CitiPhone Banking® or 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

**Limitation of Liability.** We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

### Electronic Banking

The following terms apply to Electronic Fund Transfers (EFT) governed by the Electronic Fund Transfer Act (e.g., consumer ATM, point-of-sale (POS) and ACH transfers). Any authorized signer on an account may apply for EFT services on behalf of all authorized signers.

#### General

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus®, Checking Plus® (variable rate) or Safety Check. Some ATM Network Machine operators may impose lower limits on cash withdrawals.

**Limitations on Transfers.** In addition to the limits imposed on each Business Day transfer, transfers from savings or money market accounts are subject to the federal limitations described in the "Limits on Transfers" section of this Agreement.

**Limitations on Withdrawals and Right to Suspend or Discontinue Services.** At any time we may change the withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors.

**Terminal Transactions.** You can get a record detailing the transactions you perform at Citibank ATMs and ATM network machines. For deposits and payments made at Citibank ATMs, your deposits and payments are accepted subject to bank verification.

#### Access Device

Your Citibank® Banking Card, your Personal Identification Number (PIN), your Telephone Personal Identification Code (TPIC), and your Citibank® Online password are "Access Devices" as defined in this Agreement and each individually is referred to as an Access Device. Additional Access Devices to which this section also applies are included in the "Definitions" section of this Manual under "Access Devices".

You generally will receive your Citibank® Banking Card Access Device when you open your account. If you did not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Citibank® Banking Card transactions at Proprietary Citibank ATMs, at ATM network machines or for PIN based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- By signing on to Citibank® Online.

If you are unable to change your PIN at an ATM or through the CitiPhone Banking® automated system, you may contact CitiPhone Banking® to request a PIN mailer. The sealed mailer contains a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN mailer, you will need to call CitiPhone Banking® to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys. You should also be aware that non-Citibank ATMs and

international ATMs may limit access to a primary checking account. To initially sign on to Citibank® Online, for additional security, in addition to your Citibank® Banking Card number and your PIN, you will need to choose a Citibank® Online User ID and Password. Together, the User ID and Password you select will be your Access Device for Citibank® Online.

To use CitiPhone Banking® or Citi Mobile®, in addition to your Citibank® Banking Card, you will need a Telephone Personal Identification Code (TPIC). Once you have received your Citibank® Banking Card, you can set up this code at [www.CitibankOnline.com](http://www.CitibankOnline.com) or by calling CitiPhone Banking® (at the number on the back of your Citibank® Banking Card) for instructions on how to establish your TPIC. If an unauthorized person has obtained access to your Citibank® Banking Card, your PIN, your Citibank® Online User ID and Password or your TPIC, notify Citibank immediately.

Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank® Banking Cards.

We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank® Banking Card at any time and for any reason. To do so, cut your card in half and notify us through CitiPhone Banking®, Citibank® Online or at a Citibank branch. You agree to return the Citibank® Banking Card to us upon request.

#### Withdrawal Posting Cut-Off Times

For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, the following applies: a Business Day is any day of the week that is not a Saturday, Sunday or bank holiday ending at the time shown in the chart below. Withdrawals done on non-Business Days will post to your account on the following Business Day.\*

Marketplace:	Business Day Ends:
CT, DC, DE, FL, MA, MD, NJ, NY, PA, VA	7:30 PM ET
California and Nevada	8:30 PM PT
Illinois	6:30 PM CT
Texas	6:30 PM CT

\* Cash withdrawals made at California/Nevada ATMs from an account whose Home Branch is not located in either of those states will post to the account on the following Business Day.

#### Types of Transactions; Limitations

##### Cash Withdrawals

The cash withdrawal limits apply to each Citibank® Banking Card issued on the account, whether to a single signer or multiple signers. You can use your Citibank® Banking Card to withdraw a maximum of \$1,000 in cash, per card, during a timeframe, which may extend beyond a Business Day, from your checking, savings or money market accounts. For Citibank Everything Counts® Accounts, your cash withdrawal limit is \$2,000. The stated limits are per card issued on one account, whether to a single signer or multiple signers. The cash withdrawal limits are not affected by additional accounts or the balances in those accounts, which are linked to your Citibank® Banking Card.

For Citigold®, you can use your Citibank® Banking Card to withdraw cash up to a maximum of \$2,000 (\$5,000 for Citigold accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the withdrawal, and for all Citi Private Bank customers regardless of balance), during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts. The cash withdrawal limit on the Citigold and Citi Private Bank accounts for single signer or multiple signers is based on the balances in the linked accounts as stated above. The number of cards issued to a Citigold or Citi Private Bank account customer does not affect the maximum withdrawal limit per account.

For Citibank Banking Card cash withdrawal limits related to account packages available through *International Personal Banking* or *Global Executive Banking*, please refer to your respective Marketplace Addendum.

There is no limit to the number of withdrawals you can make.

You can use your Citibank® Banking Card to:

- Withdraw cash at a Proprietary Citibank ATM from your linked checking, savings, money market, Ready Credit®, Checking Plus®, Checking Plus® (variable rate), Citibank Home Equity Line of Credit/Equity Source Accounts® and from any linked Citibank® MasterCard® and Citibank® Visa® credit card accounts. If you have a Citigold® account linked to an eligible Morgan Stanley Smith Barney LLC account, you will also be able to withdraw cash at a Proprietary Citibank ATM located in the U.S. (excluding Puerto Rico) directly from that account (including amounts available under the account's Portfolio CreditLine® margin);
- Withdraw cash at a Network ATM;
- Withdraw cash and transfer funds, fee-free, between eligible linked Citibank accounts at participating 7-ELEVEN®, Murphy Oil USA®, MoneyPass® and Publix® supermarket locations. These ATMs are not owned or operated by Citibank and not all functions are available at all of these ATMs.

#### Fees for Cash Withdrawals

There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. Our charges for cash withdrawals at non-Citibank ATM locations will vary based on the account package you selected. When you use a Network ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), or your Morgan Stanley Smith Barney LLC account, see your applicable customer agreements.

#### Deposits

- You can make deposits at a Proprietary Citibank ATM, or at ATMs located in select 7-ELEVEN® Convenience Stores (check deposits only), to your linked checking, savings and money market accounts. ATM deposits received before the cut-off time for that Business Day will be considered deposited on that day. ATM deposits received after the cut-off time for that Business Day will be considered deposited on the next Business Day.
- You may have funds, such as your pay, your pension, or your social security payments sent to your checking, savings and money market accounts by Direct Deposit.



**Payments to Us and to Our Affiliates**

- You can make payments at a Proprietary Citibank ATM to your linked CitiMortgage loan, Citibank Home Equity Line of Credit/Equity Source Account\*, Ready Credit\*, Checking Plus\* and Checking Plus\* (variable rate) accounts, and Citibank\* MasterCard\* and Citibank\* Visa credit card accounts by transferring funds from your Citibank checking, savings or money market accounts or by envelope payment.
- You can also pay certain linked Citibank personal loans, lines of credit, mortgage loans, as well as Checking Plus\* and Checking Plus\* (variable rate) with automatic monthly transfer payments from your checking, savings, or money market account. You authorize these transfers in advance and they do not require a Citibank\* Banking Card or any further action on your part. If you have arranged for this type of transfer, you can use Citibank\* Online, visit any Proprietary Citibank ATM location or call CitiPhone Banking\* to confirm that the payment was made.

**Bill Payments**

- You can make payments to third parties by calling CitiPhone Banking\* or by using Citibank\* Online or Citi Mobile\*. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time on the day prior to the scheduled payment date. You can cancel a payment via Citibank\* Online or by calling CitiPhone Banking\* directly at 1-800-374-9700. A CitiPhone Banking\* Services representative will be able to assist you whether the bill payment was scheduled via CitiPhone Banking\* or via Citibank\* Online. *If you cancel one of a series of recurring payments, all subsequent payments of the series will be canceled.* If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.
- Your periodic Citibank account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989, or call CitiPhone Banking\*.
- A pre-authorized bill payment can be verified online or via CitiPhone Banking\*. If you believe an unauthorized bill payment has been or might be made, you should call CitiPhone Banking\* directly at 1-800-374-9700.
- There is no monthly charge or transaction fee for paying your bills using Citibank\* Online or the Telephone Automated Bill Payment Service. However, if you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative, your account will be charged a fee to cover the bill payment(s) that are debited during each periodic statement cycle. For fee information, please refer to "Staff Assisted Bill Payments" under "Service Fees and Charges for All Accounts" in the Marketplace Addendum.
- If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or service provider, and not Citibank, regarding varying payments.

**Electronic Check Conversion**

- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
  - (i) pay for purchases; or
  - (ii) pay bills.

**Transfers**

- Transfer funds using Citibank\* Online, Citi Mobile\*, CitiPhone Banking\* or at a Proprietary Citibank ATM between your checking, savings and money market accounts and any linked credit card account. If you have a Citigold\* Account linked to an eligible Morgan Stanley Smith Barney LLC account, you will also be able to transfer funds between your checking, savings and money market accounts and that account on Citibank\* Online or at a Proprietary Citibank ATM located in the U.S. (excluding Puerto Rico) subject to any account restrictions. Transfer funds between your checking, savings or money market accounts at a Network ATM displaying one of the network symbols shown on the back of your Citibank\* Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) or your Morgan Stanley Smith Barney LLC account, refer to your applicable customer agreements.

Transfers can be arranged on a weekly, every-other-week or monthly basis. All checking, savings and money market accounts permit automatic transfer withdrawals and accept automatic transfer deposits. Examples of these are monthly interest transfers from your savings to your checking or monthly transfers to fund your Individual Retirement Account.

- With Citibank\* Global Transfer Service, you can use any eligible Citibank checking, savings, or money market account at Proprietary Citibank ATMs\*, via Citibank\* Online, or at a Citibank branch, to transfer funds real-time to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or receive funds into your account from another Citibank customer in the U.S. The minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for receiving a Citibank Global Transfer into your account. When you send a Citibank Global Transfer, the funds will be debited from your designated eligible account and immediately credited to the recipient's account. For transfers to U.S. accounts, the transfer will be made in U.S. dollars. For transfers to foreign accounts, the transfer will be made in the currency of the foreign recipient's account. Citibank's exchange rate includes a commission for the conversion service.

**Mexico only:** Citibank, N.A. customers can use the optional Account to Cash feature to send money to Mexico for cash pick-up at any Banamex branch in Mexico.

- *Citibank\* Global Transfers made through Proprietary Citibank ATMs or on Citibank\* Online are included in the six pre-authorized or automatic transfers permitted each statement period from a savings or money market account as described elsewhere in this Agreement.*

**Fees\*:**

Account to Account per transfer fee for funds sent to:

U.S., Mexico or India.....	No Fee
Philippines or Poland.....	\$ 8.00
All other international destinations.....	\$10.00

For Citigold customers, if the combined average balance of your Citigold® Account for the month which is two calendar months prior to the Account to Account transfer was \$500,000 or more, and for all Citi Private Bank customers regardless of balance, we waive Account to Account transfer fees to all countries.

\* For Citibank Global Transfer service fees related to account packages available through International Personal Banking or Global Executive Banking, please refer to your respective Marketplace Addendum.

**Citibank® Global Transfer Service Limits for Account to Account Transfers (transfer limits are stated in U.S. dollars):**

Account Package	Citibank® Online	Citibank branch or ATM	Weekly Limit
Citigold Citi Private Bank	\$2,000	\$5,000	\$25,000
All Other Account Packages	\$1,000	\$3,000	\$10,000

\* For Citibank Global Transfer service fees and limits related to account packages available through International Personal Banking or Global Executive Banking, please refer to your respective Marketplace Addendum.

**Account to Cash (Mexico Only)**

Transfers are limited to US\$1,000 per calendar day, and US\$2,500 per calendar week.

Both Account to Cash and Account to Account combine into total transfer limits from a single account.

**PLEASE NOTE:** The transfer limits described in this section may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

**Destinations:** We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained through CitiPhone Banking®, Citibank® Online or at Proprietary Citibank ATMs.

**Canceling an Automatic Transfer**

You can cancel an automatic withdrawal or payment from your account by calling or writing to us. To cancel an automatic transaction, we must receive your instructions at least three Business Days before the transfer is scheduled to be made. Write or call us at CitiPhone Banking® (see the back cover of this Manual and your periodic statement for telephone numbers and address). If you request a cancellation by phone, we may ask you to confirm your instructions in writing within two weeks. If you order us to cancel a scheduled transfer in a timely manner and we do not do so, we will be liable for your losses or damages.

**Point-of-Sale (POS) Transactions**

**"PIN Based" Transactions.** You can use your Citibank® Banking Card to perform an EFT to purchase goods or services from a location displaying the Maestro® or Cirrus® network logos by authorizing these transactions using your PIN. When asked, select "debit" for these transactions. PIN based transactions include "Direct Bill Pay" transactions.<sup>1</sup>

**"Signature" Transactions.** If you have a Debit Card, you can also use your card to perform an EFT to purchase goods or services and/or receive cash from locations that accept MasterCard®. These transactions are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including purchases you sign for, small dollar purchases that do not require a signature and use of your Citibank® Debit MasterCard® with PayPass™ (or other similar Access Device), Internet, phone and mail-order transactions).

All POS transactions made with your Citibank® Banking Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank Banking Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Citibank® Banking Card. These merchants include, but are not limited to, internet gambling sites.

When you use your Citibank® Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your maximum purchase limits on your Citibank® Banking Card per Business Day, per account, are shown below limited by the amount available in your account, whichever is lower:

Transaction Type	Package		
	Citigold®	Everything Counts®	All other packages
PIN Based Purchase	\$10,000 \$25,000 <sup>2</sup>	\$7,500	\$5,000
Signature Purchase	\$10,000 \$25,000 <sup>2</sup>	\$7,500	\$5,000

For Citi Private Bank customers, the following limits apply regardless of balance: PIN Based Purchase \$25,000 and Signature Purchase \$25,000.

<sup>1</sup> "Direct Bill Pay" transactions may not require a PIN.

<sup>2</sup> This higher limit applies to Citigold Accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction.

In addition to our right to change withdrawal limits or to suspend or discontinue operation of certain electronic banking services at any time based on security or other factors, we also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

For Citibank® Banking Card purchase limits on International Personal Banking or Global Executive Banking account packages, please refer to your respective Marketplace Addendum.



**Citi Mobile® Mobile Banking**

You may enroll to obtain account information and make selected transactions using your Eligible Mobile Device via Citi Mobile®. Citi Mobile® is a service available to every banking customer with an activated Citibank® Banking Card, a compatible wireless web-enabled cell phone or other type of mobile device ("Eligible Mobile Device") and a Telephone Personal Identification Code (TPIC).

The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change without notice. There is no charge by Citibank for using the Citi Mobile service. However, your wireless carrier may charge you a fee for data access, which is required to use Citi Mobile.

You agree to use the Citi Mobile service, and all related software provided to you by us ("Software"), solely to access and use the service and agree not to decompile or reverse engineer the Software. Certain Software that we use to provide the Citi Mobile service has been licensed from a third party ("Licensor") that is not affiliated with us. Transactions initiated using the Citi Mobile service may constitute EFTs under federal law and regulation. Instructions for reporting unauthorized EFTs are contained in each periodic statement for your account(s). You may only receive information about and/or make transfers between the accounts that are linked to your Citibank® Banking Card. You may only make bill payments to payees that are included in the Citibank bill payment Merchant Directory or to other personal payees that you previously set up in your account.

The standard limitations on transfers and bill payments apply to transactions made through Citi Mobile. The Citi Mobile service is provided "as is" and without warranty. You acknowledge and agree that from time to time, the Citi Mobile service may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond our reasonable control, including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. We, our affiliates and our Licensors shall not, individually or jointly, be liable for any claim related to the Citi Mobile service arising from any such delay, interruption, disruption or similar failure. In no event will we or any affiliate or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Citi Mobile service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile service, we do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier. Except as otherwise required by applicable law or regulation, we may terminate your use of the Citi Mobile service and expand, reduce and/or suspend the type and or dollar amounts of transactions allowed using the service, and change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in our sole discretion without prior notice.

Regular account charges will apply to services and features that are accessible through the Citi Mobile service. The telecommunications carrier for your Eligible Mobile Device may impose an extra fee in order to make such device "wireless web" enabled.

In addition to the limits imposed on each Business Day transfer, transfers from a savings and money market account are subject to the federal law restrictions in the "Limits on Transfers" section of this Agreement.

**Security Tips**

You can help prevent unauthorized access to your accounts by following these common sense rules:

- Keep your Citibank® Banking Card to yourself. Never use it to assist others as you might be allowing them to take money from your account;
- Treat your Citibank® Banking Card like cash. Do not leave it where others can find it. Do not give it to anyone to hold as "security" for any reason or under any circumstance;
- Keep your PIN, TPIC and other Access Devices secret. Do not tell it to anyone. Do not write it on your Citibank® Banking Card or keep it in your wallet or purse;
- Change your PIN periodically;
- Review your account statements regularly and notify us promptly of any discrepancies;
- Always be aware of your surroundings when using ATMs, particularly after dark;
- Be sure to close the door behind you when you enter or leave the facility, as appropriate;
- Never begin an ATM transaction if there is insufficient light or you notice anything suspicious – go to a different location or return at another time;
- Always cancel a transaction-in-progress and end your session, place your Citibank® Banking Card in your pocket, and leave the ATM location if you notice anything suspicious;
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs;
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home, or office;
- Be sensible about using Citibank ATMs and ATM network machines. Remember to use the same caution and common sense you would use in any 24-hour facility.

We cannot guarantee your safety at an ATM.

Please address any complaints concerning security at Citibank ATMs to CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

For emergency assistance at any Citibank or Network ATM, please call 911.

**Transactions Made Outside the U.S. and Puerto Rico**

**ATM Cash and POS Transactions Outside the U.S.: Transaction Charge.** Whenever you use your Citibank Banking Card outside of the U.S. and Puerto Rico to get cash at an ATM or to purchase goods or services, we will apply a foreign exchange fee equal to 3% of the transaction amount (including credits and reversals). This fee is waived for Citigold, Citi Private Bank, Global Executive Banking and International Personal Banking customers.

**Currency Conversion Methods.** Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (note: this rate may be different from the rate that MasterCard receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard include POS transactions (both PIN-based and Signature-based) and ATM withdrawals (including those at certain Citibank ATMs).

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions**

##### **Consumer Liability**

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking® at the number on the back cover of this Manual.

Please remember that your Citibank® Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank® Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you have linked your Morgan Stanley Smith Barney LLC account to your Citigold® Account you could also lose all of the available funds in that account (including your maximum Portfolio CreditLine® (margin). You should refer to your Morgan Stanley Smith Barney LLC Customer Agreement and Morgan Stanley Smith Barney LLC Linkage Agreement related to your obligations for EFTs involving your linked Morgan Stanley Smith Barney LLC account. Call CitiPhone Banking® at 1-888-CITIBANK or use the number located on the back cover of this Agreement. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

#### **Citibank® Debit MasterCard®**

If your Citibank® Banking Card bears the MasterCard® logo and is used in conjunction with an unauthorized transaction that does not require use of your Personal Identification Number (PIN), your liability for unauthorized use as described above, will not exceed:

- (i) \$0 if
  - you report the loss or theft of your card within 24 hours of discovery of such loss or theft; and
  - you exercised reasonable care in safeguarding your card from the risk of loss or theft; and
  - you have not reported two or more incidents of unauthorized use to the bank in the immediately preceding 12 month period; and
  - the account to which transactions initiated with your card were posted is in good condition; or
- (ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed above in the Citibank Debit MasterCard paragraph have not been met.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **Contact in Event of Unauthorized Transfer**

If you believe your Access Device has been lost or stolen call: CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **Error Resolution and Notice Procedures**

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible at the phone number or address listed above.

**NOTE:** If the error concerns an ATM network transaction, be sure to contact Citibank or Morgan Stanley Smith Barney LLC or Citigroup Global Markets Inc. – depending on the account from which you were attempting to withdraw funds – not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount

you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Our Responsibility to You**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

#### **Confidentiality at Citibank**

We will disclose information to third parties about your account or the transfers you make:

- (i) When it is necessary for completing transfers;
- (ii) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give us your permission.

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citibank affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see "Our Privacy Notice."

#### **Limitation of Liability**

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this Limitation of Liability section.

## Resolution of Disputes by Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT, READY CREDIT®, CHECKING PLUS® OR CHECKING PLUS® (VARIABLE RATE) ACCOUNTS AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

### Agreement to Arbitrate Disputes

Either you or we may elect, without the other's consent, to require that any dispute between us, or concerning your Citibank deposit, Ready Credit®, Checking Plus® or Checking Plus® (variable rate) accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

### Disputes Covered by Arbitration

Any claim or dispute relating to or arising out of your deposit, Ready Credit®, Checking Plus® or Checking Plus® (variable rate) account, this Agreement, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard logo. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account owner, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

### Disputes Excluded from Arbitration

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

## Commencing an Arbitration

The party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/Arbitration Unit, One Court Square, 43rd Floor/Zone 10, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
Website: [www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
Website: [www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

## Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

## Costs

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.



**No Class Action or Joinder of Parties**

You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

**Right to Resort to Provisional Remedies Preserved**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Arbitration Award**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law**

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

**Severability, Survival**

These arbitration provisions shall survive:

- (i) termination or changes to your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit® accounts, or any related services we provide;
- (ii) the bankruptcy of any party; and
- (iii) the transfer or assignment of your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit® accounts, or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.



This is a copy of the signature card signed by customers at account opening.

**CITIBANK ACCOUNT**

DATE: \_\_\_\_\_ FIMP: \_\_\_\_\_

Account Title: \_\_\_\_\_

Address: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

NAME/SIGNER

TAX ID NUMBER

ISSUE/LINK TO CARD


☐ Check if Exempt Payee

Check appropriate box: ☐ Individual ☐ Other

By signing below, I: (1) certify my tax status; (2) agree to be bound by any agreement governing any account opened in the title indicated on this card.

**TAX CERTIFICATION:** Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen, U.S. Resident Alien or other U.S. person (as defined in the instructions).

**Certification instruction:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this Document other than the certifications required to avoid backup withholding.

\_\_\_\_\_  
Signer 2 Signature

\_\_\_\_\_  
Signer 1 Signature

\_\_\_\_\_  
Signer 4 Signature

\_\_\_\_\_  
Signer 3 Signature



## **Our Privacy Notice for New Customers**

Our goal is to maintain your trust and confidence when handling personal information about you.

### **YOU HAVE CHOICES**

As a Citibank\* customer you have the opportunity to make choices about how personal information about you may be shared and used. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

### **SECURITY OF PERSONAL INFORMATION**

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

### **ABOUT THIS NOTICE**

This notice tells you how we collect, handle, and disclose personal information about you and how you can limit this disclosure. It also tells you how you may limit our affiliates from using certain information to market their products or services to you. Please see the **Privacy Choices Form** on panel v of this notice for how to make your choices. If you are a joint account holder, we will accept instructions from either of you and apply them to the entire account.

This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

\* All references to Citibank refer to the Citibank, N.A. retail banking business in the United States.



## Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau report and your credit score.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the **Privacy Choices Form**.

## Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the Citi name, such as CitiFinancial and CitiMortgage, as well as Morgan Stanley Smith Barney and Primerica.

## Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

## YOUR PRIVACY CHOICES

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

If you are a customer of another Citigroup affiliate or Citibank business and you receive its privacy notice, you should also review that privacy notice since you may need to separately notify that entity of your privacy choices.

### Limit Disclosure to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

### Limit Sharing with Citigroup Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates information about our transactions or experiences with you, such as your account history, and also your name, address, and telephone number. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

#### **Limit Marketing by Citigroup Affiliates (Box 3)**

Federal law gives you the right to limit some, but not all marketing from our affiliates. You may limit our affiliates from marketing their products and services to you based upon personal information about you that we collect and share with them. This information may include your account history with us and your credit score. If you fill in **Box 3** on the **Privacy Choices Form**, we will tell our affiliates to limit their marketing to you based upon this information, unless otherwise permitted by law, such as if you currently do business with one of our affiliates.

#### **Information for Vermont and California Customers**

In response to Vermont regulation, we will automatically treat accounts with Vermont home addresses as if you filled in **Box 1**, **Box 2** and **Box 3** on the **Privacy Choices Form**. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to California law, we will automatically treat accounts with California home addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with and marketing by affiliates as described in this notice, you can fill in **Box 2** and **Box 3** on the **Privacy Choices Form**.

### **PRIVACY CHOICES FORM**

#### **Your Choices to Limit Information Sharing and Marketing**

To limit disclosures of personal information about you, or to limit marketing offers by our affiliates, as described in this notice, you can call us toll free at the number shown below. Or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

1. ☐ Limit the personal information about me that you disclose to nonaffiliated third parties.
2. ☐ Limit the personal information about me that you share with Citigroup affiliates.
3. ☐ Limit Citigroup affiliates from marketing to me using personal information about me that you share with them.

The privacy choices you make will apply until you tell us to make a change. If you already made any of these privacy choices with us, you need not make that choice again.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

My Citibank® Banking Card or  
Citibank account number is: \_\_\_\_\_

(PLEASE PRINT)

Name \_\_\_\_\_

☐ Please fill in this box if you are providing a new address

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

If you filled in any of the boxes above,  
please mail this form in a stamped envelope to:

**Citibank Processing Center  
Mail Stop CBL  
P.O. Box 769022  
San Antonio, TX 78245-9022**

**Or call us toll-free at 1-888-214-0017  
to inform us of your privacy choices**

You can use your Citibank® Banking Card  
wherever you see these symbols.



Citibank® Banking Card with the MasterCard logo  
will be accepted at participating merchants.



Publix.



To find the most convenient location, you can call:  
1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us  
at [www.citibank.com/locations](http://www.citibank.com/locations).

Note: Not all accounts are accessible at every ATM network machine. Assistance is also  
available 24 hours a day, 7 days a week, at phones located in Citibank ATMs.

#### CitiPhone Banking®

**Toll-Free** 1-888-CITIBANK  
**To call collect from outside the U.S.** 1-210-677-0065  
**For the speech and hearing impaired**  
**call our Text Telephone TDD** 1-800-945-0258

- To report errors or to ask questions about electronic transfers;
- To obtain current interest rates and Annual Percentage Yields;
- For balance inquiries or other kinds of account information;
- To transfer funds between your accounts;
- To report a stolen, missing or damaged Citibank® Banking Card;
- To order checks;
- To request a stop payment on a check

#### Other Customer Service Telephone Numbers\*

Citibank® Online 1-800-374-9700  
[www.CitibankOnline.com](http://www.CitibankOnline.com)

Contact your Financial Advisor or  
Citi Personal Wealth Management 1-800-846-5200  
Text Telephone (TDD) 1-800-568-3405

Retirement Plan Services 1-800-695-5911  
Text Telephone (TDD) 1-800-788-6775

Citigold Customer Service for Accounts with linked  
Citi Personal Wealth Management Investment Accounts  
or for relationships which do not contain a linked  
Citi Personal Wealth Management Investment account 1-888-CITIGOLD  
(1-888-248-4465)

Citigold Customer Service for Accounts with linked  
Morgan Stanley Smith Barney LLC Investment Accounts 1-866-793-3977

Citibank MasterCard or Visa 1-800-950-5114

Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota) N.A.  
\* To ensure quality service, calls are randomly monitored and may be recorded

**citibank®**

© 2010 Citibank, N.A., Member FDIC.  
Citibank, Citibank with Arc Design, Citi, and Citi with Arc Design are registered service marks of Citigroup, Inc.  
MasterCard and the MasterCard Brand Mark are registered trademarks and PayPass is a trademark of  
MasterCard International Incorporated.  
Maestro is a registered trademark of MasterCard International Incorporated and affiliates.  
Cirrus is a registered trademark of Cirrus System, LLC, formerly known as Cirrus System, Inc.  
7-Eleven® is a registered trademark of 7-Eleven, Inc.  
Murphy USA® is a registered trademark of Murphy Oil USA, Inc.  
MoneyPass® is a registered trademark of US Bank N.A.  
Publix® is a registered trademark of Publix Asset Management Company.

